

CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (the “*Agreement*”) is entered into and effective as of 4/14/2022 (the “*Effective Date*”) by and between the **City of Reading**, a Pennsylvania municipal corporation (the “*City*”), and **Johnson, Mirmiran and Thompson, Inc. (JMT)** (the “*Consultant*”).

Background

The City desires to engage the Consultant for engineering services related to the Pagoda Wall & Stairs Structural and Geotechnical Engineering Construction Project (“*Project*”) in accordance with the Scope of Services attached hereto as Exhibit “A” (collectively, the “*Scope of Services*”).

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Engagement; Scope of Services.** Subject to the terms and conditions set forth in this Agreement, the City hereby engages the Consultant to perform the Services for the Project on behalf of the City consistent with the terms of this Agreement.

2. **Performance of Services.**

(a) The Consultant shall perform the Services in accordance with the generally accepted degree of skill and care ordinarily exercised by members of Consultant’s profession practicing at the same time and locale, under similar circumstances (the “Standard of Care”) to comply with the terms of this Agreement and in coordination and/or conjunction with those services rendered by the City and its authorized representatives, agents or other consultants. The Consultant shall fully cooperate with the City’s authorized representatives, employees and elected officials of the City, and the agents or other consultants of them in relation to the performance of their respective contractual obligations to the City. The City’s retention of other consultants shall not relieve the Consultant of its responsibilities under this Agreement or entitle the Consultant to an adjustment in the schedule, the Services, or the Consultant’s compensation.

(b) The Consultant shall submit the deliverables and reports required by this Agreement to the City and otherwise complete each Task in accordance with the estimated design schedule set forth in Consultant’s technical proposal included in Exhibit “B” (collectively, the “*Project Schedule*”). Time is of the essence in connection with each and every performance obligation of the Consultant under this Agreement.

(c) The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Services.

(d) If requested by the City, the Consultant shall utilize a secure and private electronic data, information, and document storage database (e.g., Microsoft SharePoint) established by the City for all documents or data used or created in connection with the Services (“*Electronic Database*”). The Consultant shall, consistent with the City’s directions, promptly

upload all documents or data used or created in connection with the Services to such Electronic Database when such documents or data are gathered, generated, or prepared.

(e) The Consultant acknowledges that the Services may be performed in connection with grant funds being received by the City. In the event that grants are utilized to fund this project, Consultant shall adhere to all requirements set forth in any applicable grant agreement applicable to City vendors and contractors. The Consultant shall provide the City with any information or execute any document required by the any applicable grant agreement for the City to be entitled to receive the grant funds.

3. **Compensation.**

(a) The City shall pay the Consultant for the Services performed by the Consultant or its Subconsultants in compliance with the terms hereof in accordance with the schedule set forth in the Consultants cost proposal in Exhibit "C" (collectively, the "***Service Compensation Schedule***"), attached hereto and incorporated herein.

(b) Any services to be performed that are outside the scope of this Agreement shall be memorialized in a change order executed by the City and Consultant with a detailed description of the scope of work and identification of the change to the Consultant's compensation resulting therefrom. Consultant shall not be entitled to any compensation for preparing proposals, amendments or change orders associated with this Agreement.

(c) "Reimbursable Expenses" are set forth in Exhibit "C" (collectively, the "***Service Compensation Schedule***"), and are in addition to compensation for Services. Reimbursable Expenses incurred by the Consultant or its Subconsultants shall be submitted to the City without markup and shall be directly related to the performance of Services for the Project.

4. **Payments to the Consultant.**

(a) Payments of undisputed amounts are due and payable within sixty (60) days after the City's receipt of an invoice from the Consultant. Undisputed amounts unpaid after sixty (60) days from the City's receipt of such invoice shall bear interest at the rate of three percent (3%) per annum.

(b) By the 15th of each month, the Consultant shall submit a detailed invoice to City by electronic mail, which identifies the specific tasks of the Services performed by the Consultant and/or its Subconsultants in the preceding month. Each invoice shall clearly set forth in single line items: a detailed description of each action performed by each person (with their corresponding billing rate) and the time required to perform such action to the nearest tenth of an hour. The invoice shall also generally describe the relative percentage of completion for each Task (as identified in Exhibit A), the total cumulative amount invoiced for each Task, the total remaining compensation for completing each Task, any supporting documentation and the overall percentage of the Project's Services completed as of the date of such invoice. Progress reports shall accompany each invoice in MS Word format.

(c) If the City determines that the Consultant's invoice lacks sufficient detail or inappropriately block bills, the City will notify the Consultant promptly. Consultant shall revise the invoice in accordance with the requirements of this Agreement and resubmit to the City.

(d) No payments made under this Agreement shall be evidence of the proper performance of this Agreement, either in whole or in part, and no payment, including the final payment, shall be construed to be an acceptance of defective or improper services or relieve the Consultant of its responsibility to perform its services in a professional manner and in accordance with the terms of this Agreement.

(e) In the event of any dispute between the City and the Consultant as to the percentage or quality of work completed or the absence of supporting documentation, the City shall not be obligated to pay the amount in dispute until a final resolution of the dispute. Unless the parties expressly agree otherwise in writing, in the event a dispute arises under this Agreement in connection with payments to be made on any invoice, or otherwise, the Consultant, shall continue to perform its duties and responsibilities under this Agreement, including, without limitation, the Services, during the pendency of such dispute.

5. **Equipment and Supplies.** The Consultant shall supply any equipment and supplies required to render the Services, except as otherwise provided herein, at no additional cost to City.

6. **Permits and Licenses.** The Consultant shall pay all fees and procure all necessary licenses and permits needed to conduct the Services, without any markup. The Consultant shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the Services.

7. **Term.** This Agreement shall commence as of the Effective Date, and it shall continue in effect until (i) such time when the Services have been completed in their entirety, or (ii) this Agreement is terminated in accordance with the provisions of Sections 14 or 16(c) hereof, whichever is earlier (the “*Term*”).

8. **Independent Contractor.** The Consultant is an independent contractor and shall not be deemed an employee of the City. Neither party shall be responsible for the acts or omissions of the other party hereto nor the acts or omissions of the employees or agents of the other party hereto. Neither party shall have the authority to speak for, represent or obligate the other party hereto in any way without either the express prior written consent of or written ratification by the other party.

9. **Confidentiality and Non-Disclosure.**

(a) In connection with the provisions of the Services to the City, the Consultant will have access to certain “Confidential Information” (as defined herein). For purposes of this Agreement, “*Confidential Information*” means all information of the City, the City or the Reading Area Water Authority (or information of another party which the City has in its possession) transmitted to the Consultant in connection with the performance of Services, regardless of whether such information was or is transmitted orally, in writing, electronically or other form, or whether such information was or is tangible or intangible or observed.

(b) The Consultant may not release any Confidential Information, nor publish any report or documents relating to the City or the performance of the Services without prior written consent of the City. The Consultant shall indemnify and hold harmless the City and the City, including their officers, elected officials, agents, and employees from all liability which may

be incurred by reason of the Consultant's unapproved dissemination, publication and distribution, or circulation, in any manner whatsoever, of any Confidential Information by the Consultant or its agents or employees. Notwithstanding the foregoing, City agrees that Consultant may include general references to the project and the Services performed under this Agreement in its marketing materials including proposals and statements of qualifications, for purposes of demonstrating professional experiences and qualifications.

(c) Notwithstanding Sections 9(a) and 9(b), the Consultant shall not have any obligations under this Agreement with respect to information which (i) is already known to the Consultant (as evidenced by the Consultant's prior written records) or is publicly available at the time of disclosure; (ii) is disclosed to the Consultant by a third party, unless the Consultant is aware that the third party is subject to an obligation of confidentiality with respect to such information; (iii) becomes publicly available after disclosure through no act of the Consultant; or (iv) is independently developed by the Consultant without breach of this Agreement. Notwithstanding Sections 9(a) and 9(b), the Consultant may use and disclose any information (i) to the extent required by an order of any court or other governmental authority, or (ii) as necessary for the Consultant to protect its interest in this Agreement, but in each case only after the City has been so notified and had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

(d) The Consultant understands that it is being retained to provide professional services to the City in connection with a matter that may be subject to litigation. The Consultant and its work product shall not be disclosed to any third parties without the City's prior consent or by an order of a court or governmental authority with jurisdiction.

10. **Copyrights and Licenses.**

(a) Subject to payment of all amounts owed or due to Consultant, drawings, specifications, reports, data and other documents, including, without limitation, those in electronic form, prepared by the Consultant and/or its Subconsultants in connection with the Services are the property of the City who shall be vested with all common law, statutory and other reserved rights. At the City's request, the Consultant and/or its Subconsultants shall provide the City, the City and any third party designated by the City, a full and complete release, in a form and substance acceptable to the City, of any and all rights the Consultant and/or its Subconsultants may have to the drawings, specifications, reports, data and other documents prepared by the Consultant and/or its Subconsultants in connection with the Services.

11. **Insurance & Indemnity.**

(a) During and throughout the entire Term of this Agreement, the Consultant and its Subconsultants shall maintain all such insurance products with the limits set forth below:

(i) Comprehensive General Liability (Per Project) – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

(ii) Professional Liability – in minimum amounts of \$1,000,000 per claim and \$3,000,000 aggregate.

(iii) Products & Completed Operations – Aggregate (Per Project) with a limit of not less than \$1,000,000. The Products & Completed Operations Insurance policy shall be maintained for a minimum of two (2) years after final payment and the Selected Consultant shall continue to provide evidence of such coverage to the City on an annual basis during the aforementioned period.

(iv) Automobile Liability – with a combined single limit of not less than \$1,000,000.

(v) Excess Umbrella Liability – with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

(vi) Workers' Compensation – with coverage in compliance with the statutory requirements.

(vii) Employer's Liability – with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.

(b) Within five (5) calendar days of the City's transmittal of the Notice of Award, the Consultant shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability, Products & Completed Operations, Automobile Liability, and Excess Umbrella coverages, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City.

(c) All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide – Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

(d) Except as set forth above with respect to the Products & Completed Operations Insurance policy, each insurance policy shall remain in full force and effect until the expiration or termination of the Agreement or until all duties to be performed hereunder by the Consultant have been performed to the satisfaction of the City, whichever shall occur later.

(e) All Subconsultants performing work under the Agreement must also carry, at its own expense, the same insurance products in the same coverage amounts that the Consultant is required to carry, as identified above, during the term of the Agreement. No Subconsultant shall perform any work associated with the Project unless and until the City reviews and approves the certificates of insurance provided by such Subconsultant.

(f) The Consultant shall indemnify, and hold harmless City, its officials, officers, employees, from and against all third party claims, losses, damages, expenses, costs or other liabilities, including reasonable attorney's fees, arising out of, or resulting from any breach of this Agreement and/or any negligent act or omission of the Consultant or its Subconsultants, or any of their officials, officers, employees and/or agents or anyone directly or indirectly employed by them or anyone whose acts or omissions they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Consultant

shall further indemnify, and hold harmless the City, its officials, officers, and employees from and against all claims made for infringement of any copyright, trademark or patent arising out of the use of any plans, designs, drawings, reports, data, or specifications furnished by the Consultant or its Subconsultants in the performance of the Services. Notwithstanding the foregoing, Consultants shall have no obligation to indemnify or defend claims of infringement arising from the express requirements of this Agreement or the City's direction to use, specify, otherwise implement third-party intellectual property.

12. **Representations.**

(a) The Consultant represents that the Consultant possesses the training, skills, and expertise necessary to perform the Services with the highest standards of the profession.

(b) The Consultant represents that it may lawfully conduct its business in the Commonwealth of Pennsylvania.

(c) The Consultant represents and agrees that it possesses the necessary license or licenses to perform the Services in the Commonwealth of Pennsylvania, and if any part of such Services is to be subcontracted, the Subconsultants have the necessary license or licenses to perform such Services.

(d) Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements, or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

13. **Correction of Services.** The Consultant shall promptly correct any Services rejected by the City as failing to conform with the requirements of this Agreement, industry standards, or applicable laws, in the City's sole discretion, whether discovered before or after the Term. Costs of correcting such rejected or nonconforming Services, including, but not limited, any additional labor or materials of the Consultant, its Subconsultants, the City or the City's agents, made necessary thereby, shall be at the Consultant's cost and expense. If the Consultant fails to correct such rejected or nonconforming Services within a reasonable time after receiving notice from the City, the City or its agents may correct such Services and the Consultant shall pay the City all costs, expenses, losses, and damages incurred by the City to make such correction.

14. **Termination.**

(a) The City may immediately terminate this Agreement if the Consultant (i) refuses or fails to supply enough properly skilled workers to perform the Services, (ii) fails to make payment to its Subconsultants or suppliers for labor in accordance with the respective agreements between the Consultant and its Subconsultants or suppliers, (iii) violates any laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, (v) becomes insolvent, suffers or permits the appointment of the receiver for its business or assets, or becomes

subject to any proceeding under any bankruptcy or insolvency law, or (vi) otherwise materially breaches a provision of this Agreement.

(b) In the event the City terminates this Agreement pursuant to Section 14(a), the City may assess reasonable attorneys' fees, professional fees, costs, and expenses, including, but not limited to employee time attributable to said event, to the Consultant. The Consultant shall immediately reimburse the City for the same. In the event the Consultant fails to adhere to a contractual provision or other requirement of this Agreement, whether the subject provision is material or not, to the extent the City incurs attorneys' fees, professional fees, costs, or expenses of any kind in the City's attempt to enforce such provision, the Consultant shall be liable to the City for the same. In such event, the City may deduct such amounts from any fees required to be paid to the Consultant pursuant to this Agreement.

(c) The City may terminate this Agreement upon not less than seven (7) days written notice to the Consultant for the City's convenience and without cause. In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for Services performed prior to and including date of termination. After the City has made such payment, the City shall have no further obligation or liability to the Consultant with respect to this Agreement.

(d) If the City fails to make payments to the Consultant of any undisputed amounts due in accordance with this Agreement without just cause relating to the Consultant's failure to perform in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. In the event of a suspension of services, the Consultant shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension. Prior to any suspension of services or termination of this Agreement, the Consultant shall give sixty (60) calendar days' written notice to the City during which period City may cure its nonperformance by making payment of all sums due to Consultant and not in dispute.

(e) Immediately upon expiration or termination of this Agreement, the Consultant shall return to the City, in both written and electronic format, all information and other property used or created in connection with the Services by the Consultant or its agents, along with such information and assistance as is reasonable and customary to enable the City to successfully transfer the Services to another service provider or other third-party. The Consultant shall maintain a copy of such information in electronic format for at least twelve (12) months after termination of the Services for the purpose of carrying out the intent of this provision.

15. **Claims for Consequential Damages and/or Incidental Damages.** The Consultant waives claims against the Owner for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages and/or incidental damages, due to either the Consultant and/or the Owner's termination in accordance with Sections 14 or 16(c). Notwithstanding anything else to the contrary in this Agreement, the Owner shall have the right to recover consequential damages and/or incidental damages from the Consultant to the extent permitted by law.

16. **Equal Employment Opportunity.**

(a) During the performance of the Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other status protected under local, state, or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The City may elect to provide the Selected Consultant with the required form notice. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, pregnancy, age, genetic information, disability, or any other protected status under local, state, or federal law.

(c) In the event of the Consultant's noncompliance with Section 16(a), Section 16(b) or with any applicable laws, the Agreement may be canceled, terminated, or suspended in whole, or in part, by the City. In such event, the Consultant may be declared ineligible for further City contracts. The Consultant shall include the paragraphs set forth in this Section 15 in every subcontract or purchase order.

17. **Employment of Certain Persons Prohibited.** No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by the Agreement.

18. **Subcontracts.** The Consultant shall not subcontract work under the Agreement unless prior written approval is granted by the City. Each person or entity which the Consultant subcontracts with to perform Services, as approved in writing by the City (each a "*Subconsultant*"), shall be bound by the conditions of the Agreement.

19. **Right to Audit Records.** The City shall be entitled to audit the books and records of the Consultant or any of its Subconsultants to the extent that such books and records relate to the Agreement or the performance of Services. The Consultant and its Subconsultants shall retain such books and records for a period of three (3) years from the date of final payment under the Agreement unless the City otherwise authorizes in writing a shorter period.

20. **Compliance with Applicable Laws and Standards.** The Consultant shall strictly comply with all applicable federal, state, and local laws, ordinances, decrees, orders, published governmental guidance documents, and industrial statutes, regulations, codes and standards in its performance of Services.

21. **Communicating with Governmental Agencies.** Notwithstanding anything to the contrary in this Agreement, the Consultant shall provide the City with notice before

communicating with any governmental agencies about any information related to the Services. The City shall be provided with the opportunity to direct all communications with governmental agencies.

22. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS LOCATED IN THE COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

23. **Entire Agreement.** This Agreement (including its exhibits) constitutes the entire agreement of the parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled. In the event of any conflict between this Agreement and any of the exhibits attached hereto, the more stringent terms shall govern.

24. **Alterations, Modifications or Additions of the Services.**

(a) The Services will be under the supervision of the City or its authorized representatives, agents or other consultants. In the event the Consultant determines that any alteration, modification or addition to the Services is warranted ("*Additional Services*"), the Consultant shall submit a proposal to the City setting forth in reasonable detail the scope of such Additional Services, the estimated time and price of performing the Additional Services and any potential impact on the then-existing Services and any fees related thereto. The Consultant shall obtain the prior written approval from the City before performing any Additional Services. The Consultant shall not be entitled to additional compensation for any work or materials associated with Additional Services unless it received such approved. If approved by the City, the Consultant shall perform or cause to be performed such Additional Services in accordance with the terms of this Agreement.

(b) The City shall pay the Consultant all compensation earned in the performance of Additional Services in accordance with Paragraph 4.

25. **Waiver.** No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof.

26. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

27. **Assignment.** This Agreement is a personal service contract and may not be assigned by the Consultant without the prior written consent of the City.

28. **Third Party Beneficiaries.** The parties acknowledge and agree that the City shall be named as a third party beneficiary of any and all agreements by and between the Consultant and

any of its Subconsultants and the City shall have the rights of enforcement and remedies against the Consultant's Subconsultants as are available to the City hereunder. Furthermore, the parties acknowledge and agree that none of the City's obligations and duties under this Agreement shall in any way or manner be deemed or construed to create any obligation of the City to any person or entity other than the Consultant. The parties also acknowledge that the City shall be deemed a third party beneficiary of this Agreement and shall be entitled to rely on the quality of the Services rendered by the Consultant.

29. **Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, return receipt requested, or by electronic email transmission with confirmation, to such party at its address set forth below:

If to the City:

David Anspach, III
David.Anspach@readingpa.gov

If to the Consultant:

James H. Boisseau, Jr., PE
jboisseau@jmt.com

30. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions (including any remaining provisions within the same numbered paragraph), unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

31. **Survival.** In the event of any termination of this Agreement, Sections 9, 10, 11, 13, 14, 31 hereof shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

32. **Background.** The Background Section of this Agreement is expressly incorporated into the substantive provisions of this Agreement and shall be binding upon the parties as if expressly contained in the body of the Agreement.

33. **Drafting of Agreement.** The parties hereto acknowledge that each has participated in the drafting of this Agreement and the parties hereto expressly waive the defense of contra proferentum, i.e., that this Agreement or any portion of this Agreement may be construed against any party as the drafter thereof.

34. **Exhibits.** Unless otherwise indicated, references to this Agreement shall be interpreted to include the main body of this Agreement and the Exhibits. In interpreting this Agreement and resolving any conflicts, inconsistencies, discrepancies, or ambiguities between and/or within this Agreement and the Exhibits attached hereto, the main body of this Agreement takes precedence over the Exhibits.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Reading:

DocuSigned by:
Mayor Eddie Moran
By: _____
Name: Mayor Eddie Moran
Title: Mayor

DocuSigned by:
Linda A. Kelleher CMC, City Clerk
Linda A. Kelleher CMC, City Clerk
73DE031C240D451...

The Consultant:
Johnson, Mirmiran and Thompson, Inc. (JMT)

DocuSigned by:
Irene Eells
By: _____
Name: Irene Eells, P. E.
Title: Vice President, Eastern PA Area Manager

DocuSigned by:
Jim Boisseau Jim Boisseau
44A97DC4490B49C...

Exhibit A

Scope of Services

Task 1: Initial Site Visit, Project Management Plan and QA/QC Plan

Project Management Plan (PMP): JMT will provide a project management plan (PMP) and quality assurance/quality control plan to establish and track: schedules and costs, deliverables, permit submittal dates and status, meetings with the City, and percentage complete in relation to the schedule and invoices. The plan will also address staffing, and schedule team meetings to meet deliverable dates.

Data Collection and Documentation: JMT will collect, review, and familiarize itself with existing reports, drawings, diagrams, photographs, sketches, etc. furnished by the City to familiarize the design team with the existing structure.

Site Visit: JMT will attend one site visit / kick-off meeting with the City at the site and will email a written record of site meeting minutes within five business days of the meeting.

Task 2: Structural Inspections, Geotechnical Testing and Field Survey

Soil Borings: It is anticipated that four soil borings will be performed in the location of the existing stone wall. The borings will be located during the Initial Site Visit. We plan to perform two borings at the top of the wall, and two borings at the toe of the wall that align with the boring at the top of the wall. It is assumed that the location of the borings will be accessible by the drill rig. Each of the borings will be performed to auger refusal, which will indicate either that the rock fill or bedrock has been encountered. A total of 10 feet of rock coring will be attempted to determine if either the rock fill or bedrock was encountered. After the rock coring operations have been completed, each boring will be backfilled with a cement/bentonite grout. It is assumed that no permitting or bonds will be required. Additionally, a geophysical analysis will be conducted to provide additional data to supplement the soil boring information. Geophysical analysis will be based on the geophysical survey as performed by our subconsultant, RETTEW. This geophysical survey will include electrical imaging identifying subsurface conditions. In addition, the soil test borings performed by drill crews working under our general supervision, our integrated services will include laboratory testing of representative soil samples for pertinent engineering properties, and preparation of an engineering report.

Field Survey and LiDAR Scanning: JMT's survey crew will perform a topographical survey of the parking area to the terrace level, terrace level, concrete stairs from the terrace level to the lower trail, and at the top and base of the wall. LiDAR scanning of the wall and terrace level will be performed using Leica P50 HD Scanner to map the wall top and face(s). Three intervisible monuments will be placed in coordination with the City set on the Pennsylvania State Plane Coordinate System South – NAD 83/2011 and NAVD 88 datums or as directed by the City. The location of the soil borings will be located and physically identified in the field.

Structural Physical Wall Inspection: A close inspection of the wall will be done using rope and repelling methods anchored from the top of the wall. This will be overseen by a Licensed Professional Engineer and areas will be marked that have concerns that could have influence on the structural stability of the wall or its support base. Marked areas will be captured in the survey results for identification and location.

Initial Report of Findings: JMT will prepare and submit an initial report of findings for the City's review. The report will include a summary of the field assessment of the wall to this point, including structural and geotechnical findings and preliminary recommendations.

Review Conference Call: JMT will participate in a review conference call with the NPS and will email a written record of call within five business days of the conference call.

Submit Final Draft of Geotechnical Report: JMT will submit the final draft of the geotechnical report Issued for Construction (IFC). This report will finalize the structural and geotechnical findings and include the geotechnical design parameters for that will be used for the structural design of the stabilization and repair systems of the stone retaining

wall, concrete stairs, and concrete walkway.

Address City Review Comments: JMT will address the City's review comments from the review conference call in the Final Draft Geotechnical Report.

Task 3: Historical Review and Assessment

Project Initiation: JMT will work with the City to determine the level of involvement for the Pennsylvania State Historic Preservation Office (PA SHPO) and other potential consulting parties. It is anticipated that the project will need to comply with either Section 106 of the National Historic Preservation Act, as amended, or with the Pennsylvania State History Code. JMT staff will work with the City to prepare and submit a Project Initiation form through the PA SHPO's online platform - PA SHARE. JMT staff will ensure that the necessary information is included in this submission, including photographs, preliminary plans, a project description, and appropriate mapping. JMT will also work with the City to identify and coordinate participation and review with potential consulting parties including local, State and Federal agencies.

Site Visit: JMT Cultural Resources staff will conduct a site visit to assess and document the historic site conditions as part of the Section 106 process. This information will be included in both the Project Initiation as well as the subsequent assessment of effects.

Determination of Effects: JMT will prepare a Determination of Effects memorandum for the PA SHPO and other consulting parties, outlining the proposed work on the historic resource and the potential effect and adverse effect of the proposed work on the National Register significance of the resource. It is anticipated that the project will have No Adverse Effect on the resources.

Presentation: JMT will coordinate with the City to schedule a presentation to review the project and present the design approach to stabilize, restore, and repair the stone wall, concrete stairs, and concrete walkways. Utilizing City approved design concepts, JMT will prepare presentation materials for the presentation meeting.

Monitoring during construction. JMT Cultural Resources staff will be available on an as-needed basis during the subsequent phases of the project to visit the site and assess any additional work that is needed to determine its potential effect to the resource. It is anticipated that no more than three site visits will be needed.

Task 4: Natural Resources Review, Assessment, and Permitting

Aquatic Resource Identification and Delineation: JMT staff will conduct a site visit required to identify and delineate watercourses and wetlands within the project area in accordance with the *Corps of Engineers Wetlands Delineation Manual* (1987), and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region* (Version 2.0) (2012). The study area will include approximately 21 acres surrounding the Pagoda structure shown in the image below by the red polygon. Wetlands and watercourses identified in the field will be flagged and the flags will be located using a handheld global positioning system with sub-meter accuracy. Wetland and upland data points will be taken as necessary, utilizing the appropriate Wetland Delineation Data Forms. Results of the investigation and delineation will be compiled in an Aquatic Resource Identification and Delineation Report, which will include aquatic resource delineation mapping. The report will summarize the conditions encountered on the site and the methodology used in determining the wetlands/waterways boundary. JMT will prepare a draft report for submittal and review by the City. JMT will respond to one round of comments from the City. A final electronic copy of the approved document will be provided to the City.



Rare, Threatened, and Endangered (RTE) Species Review and Coordination: JMT staff will submit the proposed project for review in the PA Natural Diversity Inventory (PNDI) system to identify potential RTE species impacts under the jurisdictions of the PA Game Commission (PGC), PA Fish and Boat Commission (PFBC), PA Department of Natural Resource Conservation (DCNR), and US Fish and Wildlife Service (USFWS). Based upon an initial desktop review, the proposed project lies within the range of a DCNR Species of Special Concern, as well as several USFWS species: northeastern bullrush, bog turtle, bald eagle, Indiana bat, and northern long-eared bat. The PNDI Environmental Review Receipt for the proposed project will likely require additional coordination with DCNR and USFWS to determine whether the proposed project will have impact on these sensitive species. JMT staff will perform up to two rounds of additional coordination to obtain determinations from these agencies.

Phase I Bog Turtle Habitat Assessment: If required by USFWS for the proposed project, a JMT Qualified Bog Turtle Surveyor and one additional environmental scientist will perform a Phase I Bog Turtle Habitat Assessment of the project area and a 300-foot buffer of the project area to assess any aquatic resources present for potential bog turtle habitat. The assessment will be performed in accordance with the *US Fish and Wildlife Service (USFWS) Guidelines for Bog Turtle Surveys* (revised October 2018). All watercourses and wetlands identified within the 300-foot buffer will be identified and sketched, not delineated. JMT will prepare a Phase I Bog Turtle Habitat Assessment Report. This report will include all information required for agency review and JMT will provide the draft report to the City for review and comment. JMT will reply to one round of comments and resubmit a final electronic copy of the report to the City. JMT will submit the final report to USFWS for review. This proposal includes a Phase I Bog Turtle Habitat Assessment. Should additional bog turtle surveys (i.e., Phase II and Phase III bog turtle surveys) be necessary, JMT will submit a proposal for a separate scope of services and cost estimate for this effort to the City in accordance with Section 24, Alterations, Modifications or Additions of Services of the Agreement.

PADEP Chapter 105 Permitting: JMT assumes that no wetland impacts will be required for the proposed project based upon the project location, nature of the work to be completed, and a desktop review of available wetland mapping. However, there is the possibility of potential impacts to watercourses and their PA Department of the Environment (PADEP) required 50-foot floodways. Any drainage areas for these watercourses would be small, likely less than 100 acres. Therefore, JMT assumes that the proposed project would qualify for a Chapter 105 Waiver 2 (25 Pa. Code § 105.12(a)(2)) for water obstructions in a stream or floodway with a drainage area of 100 acres or less. JMT staff will prepare a Waiver 2 notification package including project location map, project description narrative, waters obstruction and encroachment impact plan, and construction plans for submittal to PADEP. JMT will provide a draft electronic copy of the Waiver 2 notification package to the City for review and comment. JMT will respond to one round of comments from the City and submit a final hard-copy package to PADEP. JMT will address one round of comments from PADEP.

City of Reading Shade Tree Permitting: JMT staff assumes that minimal tree removal may be necessary to complete the proposed project. As the project takes place on public property, JMT assumes that a City Shade Tree Work Permit Application will be required to authorize tree removal. JMT staff will collect the tree species, diameter at breast height (dbh), and tree condition for all trees above 4-inches dbh to be removed and prepare a Shade Tree Work Permit Application. JMT assumes that the City will address any tree planting required as mitigation for shade tree removal. JMT will provide a draft electronic copy of the Shade Tree Work Permit Application package to the City for review and comment. JMT will respond to one round of comments from the City and submit a final hard-copy package to the City for submittal and approval. JMT will address one round of comments from the Shade Tree Commission.

Task 5: Assessment Report

JMT will develop and prepare an Assessment Report which will include the following based on the field data and information taken during the Structural Inspections, Geotechnical Testing and Survey Work investigation.

Assessment Report: Provide a report that records of all areas of the wall which have structural stability concerns. This report will include descriptions, photos, plans and section sketches that portray the state of the wall structure. The report will provide recommendations for the repair and strengthening of the stone wall, concrete stair, and concrete

walkways. JMT will prepare three design concepts for the restoration and repair of the stone wall, concrete slabs, and concrete stairs.

Computations: Provide computations from geotechnical and geophysical field work supporting an overall global stability analysis based on tests and results of the field work. JMT will provide an opinion of structural integrity and comparative capacity from the data collected during the Structural Inspections, Geotechnical Testing, and Survey Work investigation.

Review Meeting: Participate in a review meeting with the City. JMT will email a written record of the meeting minutes within five business days of the meeting.

Cost Estimate and Value Engineering Assessment: A construction cost estimate will be provided to the City. At this stage, the estimate will provide estimated order of magnitude costs and be based on square foot and the overall project parts and nature costs material, labor, and equipment cost for the work and include cost for general conditions.

Value Engineering Workshop: JMT will collaborate with City personnel to conduct a “mini value analysis” study. This will be no more than a 1-day in-Microsoft Teams meeting to analyze the schematic design alternatives using resources. The goal of the meetings will be to identify realistic cost savings without sacrificing program, performance, or quality.

Task 6: Permitting

Prepare and Submit Permits: JMT’s permit expediter will prepare and submit the building permits and assist the City with obtaining the building permits. This proposal provides a maximum allowance for preparing and submitting the permits. This proposal is based on all permit fees will be paid by the City.

Special Inspections Forms: Prepare and submit Special Inspection Form in accordance with the International Building Code (IBC) Section 1705 and as required by the City. This will be initiated as part of the permit submission process as required.

Permit Review Meeting: Attend the City’s permit review meeting.

Coordination with the SIOR: Coordinate and include third party Special Inspector of Record (SIOR) instructions with the Engineer of Record (EOR).

Critical Structures Review Meeting: Attend the City’s Critical Structures review Microsoft Teams meeting as required.

Task 7: Preparation of Permit, Bid and Construction Documents

35% Design Development:

- JMT will coordinate a design development meeting with City. This will be no more than a two-hour Microsoft Teams meeting with City staff.
- JMT will develop and prepare 35% design development drawings incorporating comments and recommendations from the design development meeting.
- JMT will prepare Outline Specifications organized in CSI Format. We will, in outline format, list all the Division 1 and technical specifications proposed for this specific project. For each specification section, JMT will describe major and specialized construction materials and proprietary products proposed for this specific project.
- JMT will prepare a 35% design Construction Cost Estimate using CSI Format and based on RSMeans data.
- JMT will develop the initial Construction Schedule showing critical tasks and milestones.
- JMT will provide manufacturer’s data sheets, product literature, samples of items proposed for use and other items necessary for review and approval.
- JMT will provided the structural and geotechnical design calculations indicating the codes and standards used, design of structural and geotechnical systems, and the stability of the retaining wall.

- JMT will submit a 35% deliverable.

75% Construction Documents, Update 35% Design Development Documents:

- JMT will coordinate a 75% design meeting with City. This will be no more than a two-hour Microsoft Teams meeting with City staff.
- JMT will develop and prepare 75% design drawings incorporating comments and recommendations from the design meeting. The drawings will provide elevations, plans, sections, and details that define the scope of the construction, and impact on utilities.
 - Provide Project Title Sheet
 - Provide Civil/Site Drawings
 - Provide Structural Drawings
 - Provide Sediment and Erosion Control Drawings.
 - Provide Maintenance of Traffic Drawings
- Prepare Division 1 and technical specifications proposed for this specific project. For each specification section, JMT will describe major and specialized construction materials and proprietary products proposed for this specific project. Specifications shall be project specific with applicable materials, products, and execution data.
- JMT will prepare a 75% design Construction Cost Estimate using CSI Format and based on RSMeans data.
- JMT will develop the 75% Construction Schedule showing critical and overlapping tasks, milestones, and the overall anticipated duration of the project.
- JMT will provide revised or additional manufacturer's data sheets, product literature, samples of items proposed for use and other items necessary for review and approval.
- JMT will provided the structural and geotechnical design calculations indicating the codes and standards used, design of structural and geotechnical systems, and the stability of the retaining wall.
- JMT will submit a 75% deliverable.

Completion of Construction Documents (95%), Update 75% Construction Documents:

- JMT will coordinate a 95% design meeting with the City. This will be no more than a two-hour Microsoft Teams meeting with City staff.
- JMT will update the develop and prepare 95% design drawings incorporating comments and recommendations from the design meeting. The drawings will provide elevations, plans, sections, and details that define the scope of the construction, and impact on utilities.
 - Provide Project Title Sheet
 - Provide Civil/Site Drawings
 - Provide Structural Drawings
 - Provide Sediment and Erosion Control Drawings.
 - Provide Maintenance of Traffic Drawings
- Prepare Division 1 and technical specifications proposed for this specific project. For each specification section, JMT will describe major and specialized construction materials and proprietary products proposed for this specific project. Specifications shall be project specific with applicable materials, products, and execution data.
- JMT will prepare a 95% design Construction Cost Estimate using CSI Format and based on RSMeans data.

- JMT will develop the 95% Construction Schedule showing critical and overlapping tasks, milestones, and the overall anticipated duration of the project.
- JMT will provide revised or additional manufacturer's data sheets, product literature, samples of items proposed for use and other items necessary for review and approval.
- JMT will provided the structural and geotechnical design calculations indicating the codes and standards used, design of structural and geotechnical systems, and the stability of the retaining wall.
- JMT will submit a 95% deliverable.

Final Construction Documents (Final Submission) (100%):

- JMT will coordinate a 100% design meeting with the City. This will be no more than a four-hour Microsoft Teams meeting with City staff.
- Submit required final permits and approved stamped and signed drawings.
- Submit Division 1 and technical specifications for this specific project. For each specification section describing major and specialized construction materials and proprietary products proposed for this specific project. Specifications shall be project specific with applicable materials, products, and execution data. It is assumed that the City will incorporate JMT's Division 1 and technical specifications into the complete bid specification document that includes the City standard front end (aka "boilerplate") specifications.
- Provide the 100% Construction Cost Estimate using CSI Format and based on RSMeans data.
- JMT will provide revised or additional manufacturer's data sheets, product literature, samples of items proposed for use and other items.
- Provide final structural and geotechnical calculations.
- Submit 100% final deliverable.

Task 8: Bidding Phase Services

JMT will attend the pre-bid Meeting with the City and Contractor's at the site. JMT will also provide a review of bids and submit a bid review memorandum to the City on the reasonableness of the bids received.

Task 9: Construction Phase Services

JMT will provide Construction Administration Services to support the construction effort. Services will include Submittal Reviews, Request for Information (RFI) responses, Change Order Reviews, Technical Support Responses and Punch List Development. One site visit per discipline has been included with up to four site progress meetings with the Project Manager or Senior Engineer during construction.

JMT will attend the pre-construction meeting and perform technical and/or shop drawing submittals reviews and approval with stamp on all reviews. This Agreement allows for the following shop drawing reviews with one resubmittal for each review:

- Geotechnical: 12 shop drawing submittals
- Structural: 24 shop drawing submittals

JMT will conduct bi-weekly field observations/site visits during construction. This Agreement allows for the following number of site visits allowing for 24-week construction schedule:

- Geotechnical: 8 site visits
- Structural: 12 site visits
- Civil/Site: 4 site visits

- On a time and materials basis, as additional services to this Agreement, in accordance with Section 24, Alterations, Modifications or Additions of the Services of the Agreement, the Consultant will provide a proposal for Third-Party Special Inspections for: field observations, sampling and testing inspections reports from the beginning of construction through completion, including close-out documents, with signed and sealed final acceptance forms. This work will provide special inspections for soils subgrades, concrete, reinforcing, structural steel and connections, railings and other materials and products placed by the contractor.
- Submittal review during construction. Perform technical review of product data submittals
- Respond to contractor RFI's during construction.
- Attend bi-monthly progress meetings during construction. This Agreement is based on a 24-week construction schedule.
- Review sampling and testing reports: JMT will review the sampling and testing reports. This proposal is based on 12 structural reports and 12 geotechnical reports will be submitted.
- Review and manage the change orders from the Contractor. This proposal is based on the review and administration efforts for six change orders.
- Review the construction contracts and advise the City for their action.
- Provide Construction Closeout:
 - Provide a site visit to prepare the initial punch list.
 - Provided a follow-up site visit to back check that all items on the initial punch list have been completed
 - Provide final acceptance inspection.
- Provide project delivery during construction and construction administration services as should normally be required for the delivery of the project for the; Tracking of the construction schedules, status, and deadlines for the: RFI's, Shop Drawings, submittals, testing and inspection reports, field visits, change orders.

TASK 10: REVIEWS AND QUALITY CONTROL

JMT would provide Quality Assurance / Quality Control in accordance with JMT's ISO 9001:2015 program, JMT Project Management Plan (PMP) and professional standard level of care. JMT would provide for the Quality Assurance / Quality Control and coordination of our subconsultant's work. Corrections will be made prior to each submittal to the City.

Provide necessary services to secure regulatory approvals associated with the work of this project to include research of applicable regulatory agencies requirements, consultation with regulatory agencies, and preparation of written or graphic explanatory materials.

Deliverables and Submissions

1. Reports will be prepared using MS Word or MS PowerPoint format. Reports will use a comprehensive outlining format.
2. Deliverables specifying Adobe PDF file format will be submitted as one file. Report sections will be bundled into one PDF file. Likewise, drawing sheets will be bundled into one PDF file.
3. Submissions will also be electronically transmitted through the JMT Project Manager via email attachment, JMT's online Microsoft SharePoint site, or the City's FTP website for posting.

EXCLUSIONS and Assumptions

Exclusions and Assumptions: the City and Consultant agree that the following exclusions and assumptions apply to this Agreement

1. Submissions may include electronic files on a CD-RW in a Hinged Plastic Case, electronic transfer of files to an ftp site or by email with appropriate identification including project title, contract and project number, and date of submission, with appropriate label including project title.
2. No State or Federal funding will be used for the proposed project; therefore, National Environmental Policy Act (NEPA) and PA State 120 Environmental Documents will not be required and are not included in this Agreement. If necessary, this documentation can be provided by JMT under a separate scope and fee in accordance with Section 24, Alterations, Modifications or Additions of the Agreement.
3. Existing information in the form of geotechnical reports, soils borings, civil, structural, architectural, etc. Drawings for the retaining walls and Pagoda were not available from the City at the time of Drafting this Agreement.
4. No wetlands will be impacted by the proposed project.
5. American Disabilities Act (ADA) design efforts are not included in this Project.
6. This Agreement provides for bi-weekly site visits during construction to observe and document construction progress for an estimated construction period of 36-weeks.
7. RTE surveys beyond a Phase I Bog Turtle Habitat Assessment are excluded from this scope of service but can be provided by JMT under a separate scope and fee.
8. Property boundary surveys, or physical location of property stakes are not included in this Agreement.
9. Aquatic resource permitting will be limited to a Chapter 105 Waiver 2 (25 Pa. Code § 105.12(a)(2)). Additional PADEP Chapter 105 or US Army Corps Section 401/404 permitting are not included in this agreement.
10. The City will address all mitigation required for Shade Tree removal activities.
11. Work associated with the Pagoda Structure has been excluded from this Agreement.
12. Design for temporary sheeting and shoring systems have been exclude from this Agreement. Should these systems be required, the limits of the temporary sheeting and shoring may be graphically identified on the drawings and a performance specification provided delegating the design of temporary sheeting and shoring systems to the contractor's professional engineer.
13. Work associated with modification to the existing grading or paving of the parking area has been excluded from this Agreement.
14. It is not expected that hazardous material will be encountered during this project. If suspected hazardous materials are encountered, JMT will immediately notify the City to modify this Agreement.
15. It is assumed that all rights of entry will be granted by the City. Further, it is assumed that the City will allow the use of access trails connecting to Duryea Drive and permit tree and vegetation removal as required to allow for the access of equipment.
16. Permit application fees have been excluded from this Agreement. It is assumed that all permit application fees will be directly paid by the City.
17. Currently, construction materials, execution methods for construction, or a construction schedule have not yet been determined. Therefore, in accordance with Section 24 of the Agreement, Alterations, Modifications or Additions, as an additional effort to this Agreement, JMT and our sub consultant ECS Mid-Atlantic, LLC, would submit a proposal to the City to complete the field sampling, laboratory testing & reporting for the Special Inspections of the construction materials and execution methods for construction. These costs would be based on JMT's and ECS's Standard Unit Rates

as provided in Exhibit C, Service Compensation Schedule.

Exhibit B**Project Schedule****Estimated Design Schedule**

For the Tasks as provided in detail in Exhibit A, Scope of Work Plan, the estimated design schedule for this Agreement initiated from notice to proceed is as follows:

Task	Estimated Calendar Days to Complete Task
TASK 1 - Initial Site Visit, Project Management Plan and QA/QC Plan	21
TASK 2 - Structural Inspections, Geotechnical Testing and Field Survey	63
TASK 3 - Historical Reporting	21
TASK 4 - Natural Resources Review, Assessment, and Permitting	21 Concurrent with Task 3
TASK 5 - Assessment Report	42
TASK 6 - Permitting	42
TASK 7 - Preparation of Permit, Bid and Construction Documents	133
TASK 10 - Reviews and Quality Control	Concurrent with Tasks above
Estimated Design Schedule	322

Exhibit C**Service Compensation Schedule****FEES****Project Cost**

As outlined in the Cost Summary Format and Manhour Breakdown by Task, JMT has provided our Not to Exceed Fee for these services as indicated in our Scope of Work Plan and summarized as follows:

Design Services:

Task	Not to Exceed Fee
TASK 1 - Initial Site Visit, Project Management Plan and QA/QC Plan	\$16,981.00
TASK 2 - Structural Inspections, Geotechnical Testing and Field Survey	\$59,568.00
TASK 3 - Historical Reporting	\$14,173.00
TASK 4 - Natural Resources Review, Assessment, and Permitting	\$11,752.00
TASK 5 - Assessment Report	\$27,622.00
TASK 6 - Permitting	\$14,199.00
TASK 7 - Preparation of Permit, Bid and Construction Documents	\$225,516.00
TASK 8 - Bidding Phase Services	\$15,386.00
TASK 9 - Construction Phases Services	\$189,149.00
TASK 10 - Reviews and Quality Control	\$15,886.00
Direct Expenses	\$52,865.00
Total Not to Exceed Fee	\$643,097.00

JMT will not exceed the amounts as identified in these services without prior written authorization from the City.

JMT will submit monthly invoices for services rendered during the preceding month. In the event additional services beyond those identified in the Scope of Work Plan are required by the Client or by circumstances beyond JMT's control, JMT will furnish such services upon written authorization of the Client. Payment for Additional Services in accordance with this Agreement will be charged at our Standard Unit Billing Rates which are inclusive of labor, overhead, payroll burden and profit.

Additional Time and Materials Fees**SPECIAL INSPECTIONS AND/OR CONSTRUCTION MATERIALS TESTING**

The Special Inspections Sampling, Testing and Observation services will be performed from our Allentown, PA, and Hunt Valley offices and with JMT's Special Inspector of Record (SIOR) ECS Mid-Atlantic, LLC.

At the time of the execution of this Agreement, construction materials, execution methods for construction, or a construction schedule have not yet been determined. Therefore, as an additional effort to our Services, JMT and our sub consultant ECS Mid-Atlantic, LLC, would submit a proposal to provide the field labor, equipment, and other services to complete the field sampling, laboratory testing & reporting for the Special Inspections of the construction materials and execution methods for construction in accordance with Section 24., Alterations, Modifications or Additions of the Agreement.

These costs will be based on JMT's and ECS's Standard Unit Rates as provided in this Agreement. These rates provide for the personnel that will be used on this project. However, currently, a repair and stabilization design program for the

pagoda wall, stairs, and sidewalk or construction schedule are not available. JMT and our SIOR sub consultants will complete the work on a Time and Materials basis in general accordance with the hourly unit rate schedules as follows:

The following table provides JMT's staff hourly billing rates for direct labor categories that will be used on this project:

Direct Labor Category	Standard Unit Billing Rates
Project Manager	\$207.00/hour
Permit Expediter	\$130.00/hour
Civil Engineer	\$178.00/hour
Structural Engineer	\$173.00/hour
Structural Design Engineer	\$138.00/hour
Geotechnical Engineer	\$226.00/hour
Geotechnical Design Engineer	\$146.00/hour
3 Person Survey Crew	\$319.00/hour
Quality Assurance	\$178.00/hour
Cost Estimator	\$165.00/hour
Cultural/Historic Resources	\$112.00/hour
Project Delivery	\$165.00/hour
Construction Inspector	\$133.00/hour
CADD/Tech	\$106.00/hour
Scheduler	\$146.00/hour
Environmental Scientist	\$96.00/hour

Travel time will be charged at the hourly unit rates. Direct expenses such as tolls will be billed at the actual costs with mileage billed at \$0.575/mile.

(ECS Mid-Atlantic, LLC) that will be used to complete the special inspections work during construction on a time and materials basis are as follows:

Direct Labor Category	Standard Unit Billing Rates
Engineering Technician (basic soils, concrete)	\$54.00/hour
Senior Engineering Technician (specialty foundations/ground improvement)	\$65.00/hour
Specialty Technician (visual steel)	\$85.00/hour
Project Manager (technical oversight)	\$100.00/hour
Senior Project Manager (technical oversight, contract management)	\$150.00/hour
Principal Engineer (P.E) (consultation, technical oversight)	\$195.00/hour
Technical Typist (report preparation)	\$45.00/hour
Compressive Strength, Concrete/Masonry/Grout Specimens	\$15.00/hour
Nuclear Density Gauge Rental (ASTM D 6938).	\$25.00/day
Trip Charge	\$45.00/day

Termination of Consultants prescheduled inspection services will result in a charge of a 2.0-hour minimum in the event that we have not been informed of a scheduled visit termination prior to the technician arriving at the site. Consultants' personnel unit rates are charged portal to portal and are based on an 8-hour workday, Monday through Friday between the hours of 7:00 am and 5:00 pm. Overtime in excess of 8 hours per day, work outside of normal hours, and work on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Work on Sundays and holidays will be invoiced at a rate of 2.0 times the normal hourly rate indicated above. Inspection services are provided on an on-call basis.